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The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, SEPTEMBER 30, 1916.

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Current Topics.

A Clearing House for Inter-Belligerent Claims.

SINCE MANY British subjects are possessed of interests in property situated in enemy territory, and many more have claims against either enemy subjects or the enemy Governments, it is obviously desirable that our Government should possess full information about these claims. Not until such information is recorded and classified can any practicable steps be devised for securing satisfaction out of enemy property which happens to be within our territories. The first step towards the setting-up of a clearing house for the liquidation and settlement of cross-claims, arising before the war, between allied and enemy subjects, is the compilation of a Domesday Book setting out these claims. The making of the necessary returns is now compulsory under a Royal Proclamation of 7th September (*ante*, p. 740), and we print elsewhere a memorandum by the Public Trustee giving information as to the procedure drawn up for making such a return. Where the claim is one against an enemy subject, the official appointed to receive the return is the Public Trustee. But where the claim is against an enemy Government, the return must be sent to the Directors of the Foreign Claims Office, Foreign Office, London.

The Prison Commissioners' Report.

FOR SOME reason or other a broader and more sympathetic spirit seems to inspire the reports issued annually by the Prison Commissioners than is the case with other Government departments. This annual report is always an interesting document. The present annual report is especially so. It tells us some unexpected things. For instance, we hardly expected to learn of the passionate patriotism that inspires the denizens of convict prisons and the "habitual" who is undergoing preventive detention. Yet here we find that these prisoners are keenly anxious to help in the war, are desirous of being employed on war work, and when so employed are ready to work overtime quite cheerfully in a moment of emergency. As SHAKESPEARE said, "There is a soul of goodness in things evil." A cynic may be tempted, also, to suggest that here we have a new interpretation of Dr. JOHNSON's famous dictum that "Patriotism is the last refuge of a scoundrel." But, cynicism apart, it certainly seems a pity that some means cannot be contrived for releasing prisoners who in this way demonstrate a sincere desire to help the State, and employing them upon national work. A chance of redeeming his character, given now in this moment of enthusiasm, may be the saving of many a man who, if released in due course after the fervour of patriotism has subsided, would only fall back into the path of anti-social crime.

Mr. Purcell's Reminiscences.

WHEN A man has spent forty years of his life in practice at the Old Bailey, and has been engaged chiefly as counsel for the defence, it is not unnatural that he should write his reminiscences. If he cannot say, with Ulysses, that he has seen many lands and many peoples, he can certainly say that he has seen much of human nature in some of its strangest aspects. Moreover, there grows on the advocate, long used to hold converse with juries, the instinct of the *raconteur*; he wishes to tell all and sundry the many dramatic scenes which he has viewed in his career. No doubt some instinct of this kind accounts for the fact that everyone who has had a large Old Bailey practice during the last century has thought it necessary to tell to the world the story of his days. First came Serjeant BALLANTINE'S "Experiences," in which that most successful of criminal advocates confided artlessly to mankind the Bohemian joviality of his varied career. Then, Mr. MONTAGU WILLIAMS, Q.C., gave us his "Leaves of a Life," a more decorous if equally fascinating piece of autobiography, but one which disclosed that its hero, too, had been somewhat of a Bohemian, although in the more dignified way that one would expect of an Etonian. The Bohemianism of the Serjeant was a trifle cockney; it suggested the pages of Dickens; that of the King's Counsel has the air of the West End club. And now Mr. PURCELL has taken us all into his confidence and given the outside world a glimpse of life as the lawyer sees it who spends his days in defending criminals. Of course, Mr. PURCELL would be the last to claim equality in extent of practice or reputation with the two giants we have named. But he has enjoyed a very large and a very varied practice, has opposed many famous advocates, has humoured many famous judges and defended many famous criminals, so that he has much to tell us. And the chief conclusion one derives from his pages is that the administration of the criminal law is much juster, much humaner, much more directed towards the reform of the criminal than it was forty years ago. Which is all to the good.

Action on a Baker's Account.

A CURIOUS point as to the burden of proof is suggested by an unreported case decided last week by His Honour Judge TINDAL ATKINSON at the Southend County Court, and noted in the daily Press. A baker, suing a customer for £2 19s., the price of bread delivered, was met with the defence that he had not weighed the bread. To sell bread otherwise than by weight is an offence under the Bread Act of 1836 (6 & 7 Will. 4, c. 37); the offence is committed if the baker does not weigh the bread at all or if he weighs it and sells it by other than its true weight (*Carr v. Bleines*, 66 J. P. 407), but not if he weighs it, although not in the presence of the customer, and sells it by its true weight (*Hill v. Browning*, 34 J. P. 774). Now the seller alleged that he had in fact weighed the bread before sending it out, although not in the presence of the customer, but he admitted that the bread might evaporate and lose weight to a considerable extent between the weighing of it and the delivery to the customer. Then the judge seems to have brushed aside the defence that the sale was a criminal offence, and therefore an illegal contract on which the seller cannot recover; probably he considered that no criminal offence had been proved. But he held, on the admissions of the baker, that the bread was short in weight, and therefore followed the rule laid down in the Sale of Goods Act, 1882, of allowing damages for short delivery in diminution of the price, which he reduced by 10s. Is this decision right? One is rather inclined to say that either the baker sold the bread by its true weight or not; in the former case he can recover the full price; in the latter he committed a criminal act, and is debarred from public policy by recovering. And since there is a *prima facie* presumption against the commission of a crime, the burden of proof that the weight was short should rest on the party alleging it, namely, the defendant.

The Position of Volunteers.

A good deal of doubt seems to prevail as to the precise legal status of "volunteers"—i.e., members of the various volunteer

training corps. These members fall into three classes. The first consist of members of those corps who have not yet attested as required by the Volunteer Act of 1863. Their position is simple; they are not soldiers in the eyes of the law at all, and possibly it is illegal for such men to drill at all now that the recognition conferred upon them has been replaced by recognition only of corps duly enrolled under the Act of 1863. The second class consists of such volunteers who have enrolled and attested under the new Volunteer Regulations; the third class consists of "conscript volunteers"—i.e., men exempted from the Military Service Acts on condition of enrolling as volunteers who have in fact done so. The second and third class come under the provisions of the Volunteer Act, 1863. The effect of this is twofold. In the first place, it means that they are not under military law unless and until either (1) they as individuals undertake some military duty or serve with regulars, or (2) a Royal Proclamation has been issued calling them up on the ground of imminent national danger. No such Proclamation has as yet been issued. In the second place, it means that when properly called out they are liable to military law.

Rescission of a Tenancy.

A VERY interesting county court case, the first we have seen under section 2 of the Courts (Emergency Powers) Amendment Act, 1916 (6 & 7 Geo. 5, c. 13), which came into force on 11th April, 1916, although it did not receive the Royal Assent until 17th May, is reported in the daily press (*Daily Chronicle*, 26th September). A soldier, called up under the Derby scheme as from 1st August, was tenant of a flat at a rental of £100 per annum. His civilian earnings had been £600 per annum, but in the Army his income was reduced to three items: (1) his pay as a lance-corporal; (2) his wife's separation allowance of 17s. 6d. a week; and (3) a payment of £78 per annum awarded him by the Civil Liabilities Commissioners, of which £50 went to meet the premiums payable on an insurance policy. Obviously he could not retain his flat, and he asked for the cancellation of the lease; he had paid rent to the end of July. The petition was granted by the court, provided he paid rent up to the end of September, when his family would vacate the flat. This decision seems just, equitable, and reasonable. Under section 2 of the statute, we may note, "Any . . . man of His Majesty's forces who is the tenant of any premises under a tenancy from year to year, or for any longer period, may apply to the county court . . . for leave to determine such tenancy and . . . the court may, in its absolute discretion, after considering all the circumstances of the case and the position of all the parties, by order authorize the applicant to determine the tenancy by any such notice and upon such conditions as the court thinks fit." Apart from this provision of the recent statute, the court could not have interfered. For it was decided in *London and Northern Estates v. Schlesinger* (1915, ante, p. 223) that residence by the tenant himself is not an implied basis of the contract of house-tenancy, so that the contract is not determined on the well-known ground of impossibility of performance where an Act of State prevents the tenant from continuing to reside in it. And the case does not seem to be covered by section 1 (2) of the Defence of the Realm (Amendment), No. 2, Act, 1915, which allowed as a plea for non-fulfilment of a contract the allegation that an executive order made under the Defence of the Realm Acts had prevented its fulfilment. Calling-up orders are not made under the Defence of the Realm Acts, but in the case of conscripts under the Military Service Acts and in the case of attested men under the Reserve Forces Acts.

The Great Seal.

KING'S COUNSEL will no longer enjoy the distinction of possessing a parchment patent to which is attached an actual model of the Great Seal in wax. That privilege is now reserved in the legal profession for judges, and lesser patentees must be content with an unadorned "wafer seal" upon a kind of legal stationery called "loan paper." Such is the effect of a recent Order in Council. That Order is only pos-

sible by virtue of the Crown Office Act, 1877; for at common law the Great Seal must be fixed to a great number of documents in order to give them legal validity. The Act of 1877, however, empowered the Privy Council to direct the use of wafer seals, bearing the same device as the Great Seal, for the authentication of such documents. And in 1878 rules were issued under the Act permitting the alternative use of a wafer seal or the Great Seal, at the convenience of the Lord Chancellor, upon Royal Proclamations, Royal Assent Commissions, Writs of Summonses to Peers, Appointments of Judges and of the Attorney-General and Solicitor-General, Writs of Election to Parliament, and various Letters Patent. Since the Patents Act of 1883, we may add, the Patent Office Seal and not the Great Seal is used to attest Letters Patent for Inventions, section 12 of that Act, and now section 14 of the Act of 1907, having declared that Letters Patent so validated should have the same effect as if the Great Seal were affixed. The King never dies in law, and the Great Seal of each occupant of the throne can, under 6 Anne, c. 41, s. 9, be used by his successor; but in practice a new seal is made for each Sovereign, and in some long reigns there have been several new seals. When a new seal is manufactured it is laid on the table of the Privy Council, approved by the King, and handed to the Lord Chancellor; then the old seal is "damasked"—i.e., broken by a hammer-blow dealt it by the Sovereign. It is then returned to the Lord Chancellor as a perquisite of his office. Readers of Lord CAMPBELL'S *Lives of the Chancellors* will recollect that at the commencement of the first volume there is a mine of interesting historical information about the seal.

The Late Mr. Stuart Garnett.

It is impossible to chronicle in these columns every case in which a promising member of the legal profession in either of its branches has made the last sad sacrifice on the altar of King and Country. The cases, alas! are far too numerous. But the untimely death of Lieutenant STUART GARNETT last week, at the early age of thirty-four, requires some mention in these notes. Mr. STUART GARNETT was no ordinary man. He was built upon great lines, and all who knew the brilliant promise of his youth believed that he would achieve great things. He was called to the Bar in 1905 after a successful career at St. Paul's, Cambridge, and as an Eton master. He soon got work on the Western Circuit, where his daring arguments and brilliant unconventionality of standpoint in his addresses to judges and juries soon made him a marked man. But in 1911 he surprised his friends by entering the National Insurance Office as a legal assistant, and abandoning what seemed the certain prospect of success at the Bar. In August, 1914, he entered the Royal Naval Reserve as a lieutenant-commander on a vessel which ultimately became a mine-trawling flagship, and next year he exchanged into the Royal Flying Corps, where—after flying at the front and at the school of flying, Upavon—he met his death in the course of his duty as an experimental officer. But these bare facts do not suggest the extraordinary interest which his career excited in his contemporaries, or the tragic feeling of loss which his death has occasioned them. For he was one of those few men, daring, adventurous and generous, original and even quixotic, who seem to be cut out by nature to be heroes of romance. A sailor from his boyhood upwards, he aroused the admiration of yachtsmen, mariners, and naval officers alike by his masterly handling of ships. An Alpine climber, a political orator, a *Saturday Reviewer*, a philanthropist, in each of these capacities he was daringly original. While at the Bar, and afterwards in the National Insurance Office, he lived at Ratcliff in a working man's flat, which he turned into a club for ragged boys, whom he trained to be seamen in his moments of leisure and whom he took on the North Sea in his yacht, *The Idler*, when the Long Vacation came. So long as the English Bar can produce such men as STUART GARNETT, who unite great legal ability to a strong sense of civic duty and the personal magnetism of a heroic spirit, it will remain an honourable profession, and not the mere medium of a business career.

Contemporary Explanations of Contracts under Seal.

Is evidence as to the contemporaneous interpretation of a modern deed by the parties thereto admissible? Or, is evidence of usage under it admissible? If to see what is general in what is particular be one aim of scientific thought, this inquiry is not uninteresting.

A commercial lawyer may be expected at once to remark that, as long as he can remember, the construction of any ambiguous article in a partnership deed was generally decided by the construction which was adopted by the partners; and, indeed, howsoever positive and stringent such a deed might be, still its meaning might be controlled, superseded, qualified, or waived by the assent of all the partners—such adopted construction or assent being ascertainable even from the conduct and transactions of the partners (*England v. Curling*, 8 Beav. 129, 132; *Davidson's Conv.*, vol. 5, pt. II., p. 303). And the Legislature, when it passed the Partnership Act, 1890, expressly recognised this indulgent exception to the well-known generality of the common law. In reference to the relations of partners to one another, "the mutual rights and duties of partners," it enacted, "whether ascertained by agreement or defined by this Act, may be varied by the consent of all the partners, and such consent may be either express, or inferred from a course of dealing" (53 & 54 Vict. c. 39, s. 19). The ground of this remarkable licence, permitting nothing less than the grafting of some explanatory, additional, or revocatory clause on the partnership articles, would appear to be that partners are competent to act as they please, and it is a matter of a domestic character; yet to many it may seem difficult to differentiate on this ground such cases from cases of a more orthodox class, in one of which, a few years ago, the parties to a deed, plain and unambiguous in its language, had, for upwards of forty years, understood it to mean what, if read literally, it did not state. It was, of course, held that the agreement in question must be construed according to its true meaning, and that the necessary consequences of so construing it must follow (*The North-Eastern Railway Co. v. Lord Hastings*, 1900, A. C. 260; see also *Clifton v. Walmesley*, 5 T. Rep. 564); and that any contemporaneous construction was entirely irrelevant to the exposition of this deed.

Again, granting that uncertainty and ambiguity be absent, it may be agreed that an Irish judge was correct in rejecting, as evidence to explain or control a deed, a copy of the ordnance map attached to, but not incorporated with, or referred to in, the deed (*Wyse v. Leahy*, I. R. 9 C. L. 384); and that, in the present state of the authorities, an English judge was equally right, in a case where property had been conveyed by a clear and definite description and plan, in rejecting affidavits stating that the purchasers knew of a diminution of the land before the date of the conveyance, both as a defence to an action by the purchasers for breach of implied covenants for title, and to support a counter-claim by the vendor for rectification of the contract for sale and the conveyance (*May v. Platt*, 1900, 1 Ch. 616, but cf. *Thompson v. Hickman*, 1907, 1 Ch. 550). Still, it is not to be forgotten that there are a number of cases supporting agreements, additional or collateral, to written documents, and therefore, without formal variation, setting up a hybrid contract compounded of the deed and some terms omitted therefrom (see *Jervis v. Berridge*, 8 Ch. 351; *Hasletine v. Simmonds*, 1892, 2 Q. B. 547). The parties to an indenture of charter party, dated in 1808, agreed orally after its execution for the use of the same ship at a period before the charter party attached, and, notwithstanding serious argument to the contrary, it was held that this subsequent parol agreement might be enforced by an action of assumpsit, it being distinct from, and not repugnant to, the obligations which the parties had embodied in the solemn form of a deed, and also anterior to the formal contract in point of time and execution (*White v. Parkin*, 12 East, 578). And nearly a

hundred years later we observe the principle acknowledged, and grown to maturity, in a case where A, while negotiating for a lease of a residence from B, very prudently refused to hand over the counterpart which he had executed unless he received an assurance that the drains were in order. B, in reply, represented verbally and innocently that they were in good order, and thereupon the counterpart was handed to him. The lease was found to contain a covenant to repair, but to make no reference to the drains. It was decided that B's representation was not a mere commendation upon which an action will not lie without evidence of fraud, but a warranty collateral to the lease, and that for a breach of that warranty an action was maintainable (*De Lassalle v. Guildford*, 1901, 2 K. B. 215; see also *Tyrrell v. Hope*, 2 Atk. 588; *Piggott v. Stratton*, 1 De G. F. & J. 33). For it will be observed, if one proceed to analyse the decision in order to discover and canvass the factors necessary to permit such an amalgamation, first, that this lease did not cover the whole ground or contract between the parties; it was, as has been said, entirely silent as to the drains or their condition at the time when the counterpart was executed; and, secondly, while the question whether an affirmation made by a vendor at the time of a sale constitutes a warranty depends upon the intention of the parties as deducible from the whole of the evidence and the circumstances, the fact that B assumed to assert a fact of which A was ignorant is valuable as evidence of intention, though it is not conclusive of the question; and, on the whole, there was in this case sufficient evidence of an intention on the part of both A and B that there should be a contractual liability in respect of the accuracy of the representation. B's representation, inducing, as it did, the transaction, was, moreover, entirely independent of anything to happen during the demised term, and in no way affected the terms of the lease, or was inconsistent with, or contradictory to, them. So, those of the public who are interested, or deal, in bricks and mortar will do well to bear carefully in mind that an affirmation made upon a sale, or letting, as to the then state of the property may amount to a warranty, assuming the like conditions to exist as in the case of a warranty upon the sale of a chattel; and that it will be best for them, on such occasions, to confine their statements to mere expressions of opinion, or of judgment upon matters upon which they can have no special knowledge, or upon which the other party may be expected to possess an opinion, and form his own judgment.

But, seeing that a deed is presumably and usually executed with advice and after deliberation, and therefore imports finality as a record of the transaction, surely not even the tyro would make the comforting suggestion that an instrument can, as a general rule, be displaced by a previous agreement on the same subject-matter. If R. S. enter into the usual absolute covenant to pay rent, it were as idle in him to set up, as a defence thereto, an antecedent parol agreement that he should give bills for the rent (*Henderson v. Arthur*, 1907, 1 K. B. 10) as a depreciation of the value of the property by modern licensing legislation (*Grindick v. Sweetman*, 1909, 2 K. B. 740); and should he convey land as beneficial owner, in an action on the implied covenants for title, he will be only wasting time and money in attempting to negative or restrict the full force of the language of these covenants by a reference to the conditions under which he sold the land; though, in a suitable case of mistake, he may obtain relief by a rectification of his covenants in accordance with those conditions (*Eastwood v. Ashton*, 1913, 2 Ch. 39; *Staine v. Fenner*, 1912, 2 Ch. 504; and cf. *Doe Norton v. Webster*, 12 A. & E. 442). In such cases deed and simple contract do not coalesce in expressing the contractual relations, but, until rectification, the deed is paramount and detached.

And this last remark may remind one of the suggestion that, to a considerable extent, the art of expression in modern conveyancing has become a task of skilfully and successfully grafting or combining some rigid Act of Parliament with, or making it complementary and subservient to, express provisions. There is, as a matter of fact, nothing to hinder a practitioner

from having an omnibus form of instrument, and then, in a few hours, on market day, filling out another printed form, incorporating his omnibus form with *addenda et corrigenda*; and if such a vitalisation of a form will not be approved by most sober-minded men (cf. Dart on Vendor and Purchaser, 5th ed., p. 504), it may appeal to those possessed of solely commercial and utilitarian views.

But to proceed, some inquirer may like to consider the case of the wayleave and miscalculation of rent for forty years already mentioned (*North Eastern Railway Co. v. Lord Hastings*, *ubi supra*) in relation to a case where judicial decision has overturned what was supposed to be the law at the date of the deed in question, or where it has meanwhile settled what was then doubtful law, or where the Legislature have consolidated and amended statutes in force at that date. Is the deed, in such cases, subject to the contemporary, or the recent, declaration of the law? (cf. Leake on Contracts, 6th ed., p. 230, and *Kitchen v. Hawkins*, L. R. 2 Ch. 22).

In conclusion, it need scarcely be stated, the general rule is that, only when there happens to be an ambiguity or uncertainty in a modern instrument, is it permissible to adduce evidence of the surrounding circumstances to explain it. As Vice-Chancellor MALINS said, "One of the most sacred principles of law is that a written instrument must be construed upon the face of it, and that no parol evidence can be used for the purpose of inserting any words not therein contained" (*Re Sayer's Trusts*, 6 Eq. 321). And the effect of proof of surrounding circumstances is surely to explain the sense in which the writer understood the language of the instrument, and not to vary it. But should the instrument be an ancient one, then, in addition, testimony of contemporaneous and continuous usage may be admitted. As Lord HARDWICKE says, "In the construction of ancient grants and deeds, there is no better way of construing them than by usage; and *contemporanea expositio* is the best way to go by" (*Attorney-General v. Parker*, 3 Atk. 577). It has, however, more affinity with our everyday needs to remember that, under the Supreme Court of Judicature Act, 1873 (section 25, sub-section 11), a valid parol agreement may be pleaded in answer to any proceedings upon the original deed (*Webb v. Hewitt*, 3 K. & J. 438; *Steeda v. Steeda*, 22 Q. B. D. 537; *Nash v. Armstrong*, 10 C. B. N. S. 259). We would emphasize the word "valid," and remind the reader that since an agreement by a debtor to pay, and a creditor to accept, an existing debt by instalments is *nudum pactum*, where a judgment creditor put in an execution upon the goods of the judgment debtor, an agreement by the debtor to pay part of the debt at once, and the balance by monthly instalments, was held not to afford a consideration for a promise by the execution creditor to withdraw the sheriff (*Hookham v. Mayle*, 22 T. L. Rep. 241).

We who practise in the twentieth century have the inestimable advantage of being gratuitous inheritors to the labours of, and the generalities deduced by, our forefathers in legal research. It is, however, the exception which prevents further research from being dull, and which gives it an abiding interest; and it is the correlative or the exception which the wise cherish in their mind with the well assured hope that it will prove the germinal idea of another principle, or serve as a beacon light in a rough and troubled sea to the revelation or the simplification of other and still better things.

James Bennett, nineteen, a carman, was charged at the Middlesex Sessions on Saturday with being a suspected person. Mr. Nield, K.C., M.P., who presided, was informed that the lad joined the R.F.A. early in 1915, but was discharged medically unfit in December. He fell from a horse and injured his left hand. The prisoner held up the hand shewing that the accident had permanently deformed it. He told Mr. Nield he had no pension. The Soldiers' and Sailors' Families' Association paid him 5s. a week for two months, but he had had no money from any other source. Having learned that before his enlistment Bennett had borne a good character, Mr. Nield said the lad's crime was the direct result of the neglect of the country to provide for his wants. He ordered him to be sent to Borstal for three years, where he would be taught a trade. The sentence was not to be regarded as a punishment.—*Times*.

Correspondence.

"Trading With the Enemy."

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—You have already drawn attention of the public to the Royal Proclamation of the 7th instant, requiring claims of British subjects against enemy subjects and enemy Governments to be recorded, and I have pleasure in forwarding you, for your information, certain documents which are used in making the claims and explaining the way in which they are to be made. These documents are:—

1. Two copies of the Royal Proclamation referred to.
2. Copy of a Memorandum "X. 58," giving information as to the character of the returns which have to be made to me.
3. Copies of Registration Orders "G" and "H," which have to be used by the public in making the returns.
4. A copy of the form used for making returns to the Director of the Foreign Claims Office.

I think you will agree with me when I say that the information which will be available as the result of these returns is of the utmost importance, and I shall be glad if you will again draw the attention of the public to the matter.

Shareholders in English companies owning property in enemy territory should not make claims in respect of their individual holdings, as the companies should, of course, make the necessary claims in their corporate capacity.

C. J. STEWART,

Public Trustee Custodian for England and Wales.
Public Trustee Office, Kingsway, London, W.C.
25th September.

[We print under "New Orders," &c., the Memorandum "X. 58" referred to. The Royal Proclamation appeared in our issue of 16th September (*ante*, p. 741).—ED. S.J.]

New Orders, &c.

War Orders and Proclamations, &c.

The *London Gazette* of 22nd September contains the following:—

1. A Foreign Office Notice (dated 20th September) extending the limits of the blockade of the Aegean sea-coast, notified in the *London Gazette* of 19th October, 1915.
2. A Foreign Office Notice (dated 22nd September) making additions to the list of authorized consignees for British exports to China.
3. A Foreign Office Notice (dated 22nd September) giving a complete list of authorized consignees in Liberia.
4. An Admiralty Notice to Mariners (dated 20th September), No. 1043 of the year 1916, cancelling No. 900 of 1916, and notifying new regulations made under the Defence of the Realm (Consolidation) Regulations, 1914, for Pilotage and Traffic in the English Channel, North Sea, River Thames, River Medway, &c.

The *London Gazette* of 26th September contains the following:—

5. An Order in Council (dated 28th July) extending the duration of the Legislative Council of Southern Rhodesia until a date, to be fixed by the High Commissioner on the actual cessation of hostilities, not later than six months after the termination of the present war.
6. A Foreign Office Notice, Foreign Trade Department (dated 25th September), calling the attention of shippers to the necessity of furnishing a "certificate of interest" (i.e., a certificate that no enemy or prohibited person has any interest in the goods) with all goods exported from countries marked "A" in the list, and a "certificate of Origin and Interest" in the case of countries marked "S."
7. A Home Office Order, dated 21st September, made in pursuance of the Coal Mines Act, 1911, section 61, adding "Super-Cliffite No. 1" and "Super-Cliffite No. 2" to the list of permitted explosives.
8. A Board of Agriculture and Fisheries Notice (dated 22nd September), made under the Rules Publication Act of 1893, intimating the preparation of draft statutory rules altering and extending the Department's Schedule of Fees payable to it.
9. A Land Registry Notice, made pursuant to the Land Transfer Acts of 1875 and 1897, giving lists of persons about to be registered as proprietors with absolute or good leasehold titles.

TO SOLICITORS

THE ROYAL EXCHANGE ASSURANCE A.D. 1720

THE SOLICITORS nominated by the Creator of a Trust are employed by the Corporation.

Acts as Executors and Trustees of Wills

And Trustees of New or Existing Settlements.

Apply for full particulars to—

The SECRETARY, ROYAL EXCHANGE ASSURANCE, LONDON, E.C.
LAW COURTS BRANCH, 29 & 30, High Holborn, W.C.

Statutory Rules and Orders, 1916.

BANKRUPTCY, ENGLAND.

GENERAL RULES.

GENERAL RULE, DATED SEPTEMBER 15, 1916, MADE PURSUANT TO SECTION 132 OF THE BANKRUPTCY ACT, 1914.

(1.) Payment by the High Bailiff of a County Court to the Registrar, pursuant to the County Court Rules for the time being in force, of any money seized or received by such High Bailiff in part satisfaction of an Execution, shall be a good discharge to him as against the Official Receiver under Section 41 (1) of the Act, provided that such payment is made without notice that a Receiving Order has been made against the Execution Debtor.

(2.) When notice is given to the High Bailiff of such a Receiving Order as is mentioned in paragraph (1) of this Rule, he shall forthwith inform the Registrar thereof, and the Registrar shall, after deducting the costs of execution, on request pay over to the Official Receiver all monies paid to him by the High Bailiff in respect of the execution and not paid out by the Registrar before he has notice of the Receiving Order.

This Rule shall come into operation on the second day of October, 1916, and may be cited as the Bankruptcy Rule, 1916, and amongst the Bankruptcy Rules, 1915, as Rule 323A.

Dated the 15th day of September, 1916.

BUCKMASTER, C.

I concur,

WALTER RUNCIMAN,
President of the Board of Trade.

Public Trustee Office.

NOTES ON THE ROYAL PROCLAMATION REQUIRING CLAIMS OF BRITISH SUBJECTS AGAINST ENEMIES TO BE RECORDED.

The Royal Proclamation of September 7th, 1916, requires British subjects in the United Kingdom to make returns in respect of their claims against enemies. Such claims fall into two classes, viz.:—

(1) Claims against enemy Governments, and (2) Claims against enemy subjects, including, of course, firms and companies. Claims against enemy Governments are recorded with the Director of the Foreign Claims Office, unless they are claims in respect of money invested in the securities of enemy Governments, States, and Municipalities, all of which should be recorded with the Public Trustee.

The claims to be recorded with the Public Trustee fall into two great classes. In the first place, there are claims by British subjects in respect of property belonging to them in enemy territories. The word "property" is to be taken in its widest meaning, and will include, for example, the following:—

Securities of enemy Governments, States or Municipalities; enemy industrial and commercial securities of all kinds; securities of any kind held in safe custody for British subjects by enemy firms or banks; land and houses; capital invested in enemy businesses; trade stocks in enemy hands; patents, copyrights and concessions, belonging or granted to British subjects by enemies; cargoes on enemy ships, whether in neutral or enemy waters; cash and personal effects, furniture, etc.

As some difficulty may be felt with regard to securities, it should be carefully noted that no matter where the documentary evidence of title may be, the securities should be recorded on Registration Order "H." If, for example, a British subject has an investment in Prussian Fours, he should record the fact, even if the securities are in his own possession in England, or in the hands of bankers or brokers in New York or Berlin, though, of course, the whereabouts of the securities should be noted on the form. Claims of this sort are made to the Public Trustee on a form called Registration Order "H."

The second class of return made to the Public Trustee is in respect of the following:—(1) Debts due to British subjects by enemy firms or persons, (2) balances of any amount held to the credit of British subjects by enemy banks, and (3) unpaid interest or dividends which have accrued since the outbreak of the war on securities which have already been registered on the form mentioned above. These returns are made on a form which is called Registration Order "G."

It should be added that claims can also be made in respect of personal luggage which was lost while travelling back from enemy countries to this country. Persons who desire to make a claim in this respect should ask to be supplied with Registration Order "J."

In making the returns the actual value of all property and securities as at the outbreak of war should be given in English currency. For the purposes of calculation, it will be sufficient to reckon 20 Marks and 24 Kronen as equal to £1.

Voluntary returns have also been made to the Public Trustee in respect of claims against persons living in territory occupied by the enemy or in respect of property situated in such territory. Such returns do not fall within the scope of the Royal Proclamation, but in view of the information which they give, the Public Trustee hopes that all who have these claims to make and have not already made them, will do so.

It should be clearly understood by those who have already made a voluntary return furnishing all particulars required that no fresh return is necessary under the Proclamation. If, however, anyone who has already made a return desires to amend that return, or to make an addition to it in respect of unpaid interest or dividends which may have become payable since the date of his previous return, he should apply for the necessary forms for this purpose. In these cases, however, a note should be made on the form to the effect that the return is an additional or amended return, as the case may be.

The necessary forms may be obtained at the Public Trustee Office, either on personal application or through the post.

C. J. STEWART, Public Trustee.

Public Trustee Office, Kingsway, W.C.

Societies.

The Belgian Lawyers Relief Fund.

Amount previously acknowledged	...	...	...	£2,034	6	5
R. W. Hamilton, Esq.	...	...	...	Rs. cts.	100.00	
J. W. Barth, Esq.	...	...	...	50.00		
H. A. Young, Esq.	...	...	...	15.00		
Harrison, Salmon, & Cresswell	...	...	...	30.00		
Shapley & Schwartz	...	...	...	30.00		
Tonks, Daly, & Figgis	...	...	...	30.00		
Stevens, Kendall, & Archer	...	...	...	30.00		
P. K. Ghandy, Esq.	...	...	...	15.00		
A. J. Barry, Esq.	...	...	...	15.00		
A. F. Macrae, Esq.	...	...	...	30.00		
R. A. N. Briscoe, Esq.	...	...	...	15.00		
Eric T. Johnson, Esq.	...	...	...	20.00		
Joseph Sheridan, Esq.	...	...	...	15.00		
Dalal & Burke	...	...	...	30.00		
R. M. Byron & Co.	...	...	...	15.00		
A. Morrison, Esq.	...	...	...	15.00		
J. Lindsay Allan, Esq.	...	...	...	15.00		
Albert Ehrhardt, Esq.	...	...	...	30.00		
J. W. H. Parkinson, Esq.	...	...	...	15.00		
				515.00		
Per R. W. Hamilton, Esq.	...	...	...	£34	5	0
The Blackpool, Fleetwood and Fylde District Law Society	...	...	...	£3	3	0
The Hon. John Mansfield	...	...	...	1	1	0
C. J. Arnin, Esq.	...	...	...	1	0	0

At Westminster Police Court on Monday, before Mr. Biron, Henry George Chiswell, thirty-eight, and John Wood, thirty-four, who had both been remanded, charged with loitering for a felonious purpose, were further charged with falsely representing themselves as persons to whom certificates of rejection for military service had been granted. Lieut. Lucy said that each man had been personated before a medical board by a man suffering from locomotor ataxy. The prisoners pleaded "Guilty." Mr. Biron asked if there was any prospect of bringing the locomotor ataxy subject to justice. Sergeant Stevens said the offences were committed some months ago, and at present the police were not aware of his identity. Mr. Biron sentenced prisoners to six months' imprisonment with hard labour on the military charge.—*Times*.

IT'S WAR-TIME, BUT—DON'T FORGET

THE MIDDLESEX HOSPITAL.

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

The Prison Commissioners' Report.

A great decrease in the prison population, due to the war, is noted in the report, for the year ended 31st March, of the Commissioners of Police and the Directors of Convict Prisons [Cd. 8,342]. Prisoners received under sentence were 64,160, as compared with 114,283 in the previous year—a decrease of 50,123. The report, which is signed by Sir E. Ruggles-Brise as Chairman, says that three main causes seem to have contributed to this great decrease:—

- (1) The enlistment of many habitual petty offenders;
- (2) The restrictive orders issued by the Liquor Control Board and those made by the justices and by military authorities; and
- (3) The great demand for labour, rendering employment easy and well-paid, and resulting in ability to pay fines.

One of the notable effects of the war on the prison population, say the Commissioners, has been that the receptions are now for the most part confined to the physically and mentally weak. There is every reason to believe that the country's call for men appealed as strongly to the criminal as to other classes. A young burglar, one of a gang of five, told the chaplain of a London prison that his four pals had enlisted; two had been killed, and two others wounded. He said he meant to go and "do his bit" as soon as he got out of prison—a promise which he faithfully observed. The decrease in the case of females committed on conviction for drunkenness was not so marked as in the case of males. An inquiry made by the Lady Inspector of Prisons during the year into the character of the population committed for this offence to Holloway Prison showed that, during 1913, 1914, and 1915, 10,888 committals on conviction of drunkenness were recorded against 1,628 women, who, including the above convictions, and those incurred in years preceding 1913, had on their combined records a total of 30,986 convictions. The average convictions for each individual rose from 26 in 1913 to slightly over 5 in 1915. Though the figures are inconclusive, they show, if the same proportion holds as at Holloway, not only a considerable decrease in the total reception into prison, but a decrease of over 60 per cent. in the individuals responsible for the convictions. In spite of the fall in the prison population, the manufacture of war stores has been conducted with unabated vigour. During the twenty months ended 31st March last orders were placed for nearly 7½ million articles for the use of the Navy and Army. The prisoners have even cheerfully worked overtime. "It is no small thing," the inspectors of prisons say, "to call on prisoners for an addition of some 25 per cent. to their ordinary working hours, but this has been accomplished without a murmur and, though due allowance must be made for the fact that a reward is given in the shape of an increased supper ration, yet this cannot be regarded as the only reason for their increased exertions." It is stated that one prisoner offered, as an economy, to forgo the extra supper ration. On this a chaplain writes:—"Under the broad-shouldered garments there beats many a heart still responsive to the loftiest sentiments of loyalty and patriotism." The enlistment of lads has also reduced by half the male population of the Borstal institutions, and a number of old Borstal boys have done well at the front. Two have gained the D.C.M. Referring to the recommendation of the Royal Commission on Venereal Diseases that the means for the diagnosis and treatment of venereal disease by modern methods should be made available in prisons, it is stated that it is hoped to complete a scheme in the near future by utilizing certain prisons as centres for the collection of all suitable cases to undergo the treatment by intravenous injection.—*Times*.

Obituary.

Sir Thomas Milvain.

SIR THOMAS MILVAIN, K.C., died on Saturday morning at Alnwick, aged seventy-two. He was appointed Judge-Advocate-General in 1905, and was formerly Unionist member for Durham City, and later for Hampstead. He was a former Recorder of Bradford.

Qui ante diem perit,
Sed miles, sed pro patria.

Captain Stephen A. R. Woodbridge.

Captain STEPHEN ANTHONY RUSTON WOODBRIDGE, Royal Warwickshire Regiment, who died of wounds on 15th September, aged twenty-six, was the elder son of Mr. and Mrs. Stephen Woodbridge, jun., of Brentford and Ealing, and the grandson of Mr. Stephen Woodbridge and the late William Ruston, both of Brentford, solicitors. He was educated at Charterhouse School, and was admitted a solicitor in 1913, having served his articles with Mr. E. E. Wigan, of the firm of Messrs. John Holmes, Son, & Wigan, of London. He joined the Inns of Court O.T.C. in September, 1914, and obtained his commission in the following November, passing examinations at the Staff College, Camberley, and obtaining first-class certificates at Hayling Island and Birmingham in machine-gunnery. He had been on active service at the front for thirteen months as machine-gun officer for the battalion, going through the battle of Loos. Later he was wounded slightly in

the foot. He received his captaincy in July last, and subsequently was severely wounded in the head by shrapnel. He died at the London Hospital. He was described by his colonel as a most efficient officer, and was very popular with his men.

Captain Arthur F. Willmer.

Captain ARTHUR FRANKLIN WILLMER, London Regiment, who has died of wounds, aged twenty-six, was the eldest of the five sons of Mr. A. W. Willmer, J.P., and Mrs. Willmer, of Oakhurst, Grosvenor-road, Birkenhead, and grandson of the late Alderman Charles Willmer, J.P., Mayor of Birkenhead in 1891-2. He was educated at Birkenhead School, of which he was captain for two years, and Brasenose College, Oxford, and, being entered at the Inner Temple, he passed his preliminary and final examinations with honours in each case. He received a commission in the London Regiment in November, 1914, and went to the front early in 1915. He was wounded last summer, and had to undergo several operations. He was promoted lieutenant in April last and captain in June.

Lieutenant Stuart Garnett.

Lieutenant STUART GARNETT, Royal Flying Corps, was killed last week while flying at Upavon, in Wiltshire. Only thirty-four years of age, Lieutenant Garnett had crowded many things into a short life. The son of Dr. Edward Garnett, late educational adviser to the L.C.C., he had a brilliant career at St. Paul's School and at Cambridge, where he was ninth wrangler. He was an Elton master for a year or two until called to the Bar in 1905, when he went the Western Circuit and enjoyed a fair practice, which he abandoned in 1911 to enter the newly formed office of the National Insurance Commissioners as a legal assistant. A brilliant yachtsman and one of the founders of the Sea Scout movement, he wrote books on Turbines, Seamanship, the Law Relating to Children, and the National Insurance Act. In August, 1914, he entered the Royal Naval Reserve as a lieutenant-commander, and next year transferred into the Royal Flying Corps. After flying at the front he invented a new sight for aircraft, and was brought back to the school at Upavon to act as experimental officer. He was married last year to Miss Sybil Bradley, of Leamington. His younger brother, Lieutenant Kenneth Garnett, R.F.A., who took his degree at Cambridge last year while on sick leave, wounded, from the front, is now dangerously wounded in France.

Second Lieutenant F. A. Hyrons.

Second Lieutenant FRANCIS AUSTIN HYRONS, Sherwood Foresters, aged twenty-four, killed on 13th September, was the eldest son of Mr. and Mrs. F. E. Hyrons, of Westcliff-on-Sea. He was educated at Highgate School, where he won the Sir William Bodkin prizes for natural science two years in succession, and was a member of the school O.T.C. Entering the Civil Service, he studied for the Bar at Lincoln's Inn, but just before he should have gone up for his final examination in July, 1915, he obtained a commission, as a member of the London University O.T.C., and was sent to the front in July last.

Legal News.

Appointments.

Mr. DAVID A. ROMAIN, solicitor, has been co-opted to fill the vacancy in the representation of Bishopsgate on the Court of Common Council consequent upon the resignation of Mr. Deputy Greenaway, C.C.

Mr. FRANK MARSH (of Cooper, Sons, & Marsh, solicitors), Clarence Buildings, 2, Booth-street, Manchester, has been appointed a Commissioner of the High Court of Bombay, to take affidavits and acknowledgments by married women in respect of property in India.

Changes in Partnerships.

Dissolution.

CHARLES GRABURN COE, ERNEST KEENE ROBINSON, and GEORGE HALL TODD, solicitors (Coe, Robinson & Todd), 14, Hart-street, Bloomsbury, in the county of London. March 31. [Gazette, Sept. 22.]

General.

Lord Sumner (Lord of Appeal) personally appealed at the Wycombe Tribunal for his farm carter at Ibstone, on the ground that he was indispensable in the national interest from an agricultural point of view. Two months' exemption was allowed, Lord Sumner undertaking to give the man up if the military found an efficient substitute.

A travelling showman was fined 40s. at Luton on Saturday for cruelty to a lioness, which was advertised as "a wild beast of the forest, an untameable, man-eating animal." In fact the beast was old, toothless, decrepit, and bow-legged, and had to be prodded cruelly about the eyes, nose and mouth in order to fulfil the promise of the advertisement.

A man whose name was said to be Willis was charged at the North London Police Court on Saturday as a deserter. A constable said that the prisoner had been working at a factory under a discharge certificate granted to a man named Johnson who had really been discharged as unfit. There was a traffic in these certificates, which were being sold to fit men and deserters at £1 each. The prisoner was committed to await an escort.

Two boys from Prestwich, Lancashire, confessed at Radcliffe Police Court on Monday that they stole over £30, and spent the greater part of the money in travelling to Hull, London, Inverness and Aberdeen, and in buying various things. They then stole the bicycle of the policeman sent in search of them. When arrested the boys had only a few pounds left. Their parents were ordered to pay £13 each. Later on the magistrate will deal with the boys.

Mr. Montagu Sharpe, K.C., charging the Grand Jury at the Middlesex Sessions on Saturday, said that latterly a great number of boys had been charged with burglary, housebreaking, robbery and theft. The jury might all be able to guess where they learned it. All he would say was that in the places of entertainment where exciting episodes were shewn, the final scenes were not revealed to the audience—the birching and punishment which inevitably came as the result of juvenile adventures.

At Feltham on Monday, when an elderly woman applied for an ejectment order against a tenant occupying a flat at Hampton-on-Thames, it was stated that the tenant, a married man, was a wounded soldier invalided out of the Army. He owed no rent. The landlady explained that she wanted to get rid of the tenant because he was not "suitable." The court missionary said the tenant was a most respectable man, employed by the tramway company, who had been to the front and was wounded and discharged. Living in the same flats, however, were an Army officer and his wife, and it seemed that this officer objected to a common soldier living in the same flat as he did. Hence the application. There was another person who wanted the flat and said she was willing to do it up. The magistrate refused to make an order.—Times.

At Feltham on Monday, W. T. Hawkes, thirty-nine, pleaded "Not Guilty" to a charge of failing to report for military service. His defence was that he was not liable for service, being a Mormon elder, and so a minister of religion within the meaning of the Military Service Act. Lieut. Moxey, recruiting officer, said that the defendant was registered as a warehouse manager. He received notice to report on 14th July, and on 4th July he informed the authorities that he was an elder of the Church of Christ of Latter-day Saints, and claimed to be exempt. The War Office refused to admit that the defendant was a "regular minister of a religious denomination." On behalf of the defendant, it was stated that it was a universal rule in his church that the ministry should be unpaid. The bench decided that the defendant was not a minister within the meaning of the Act, but as it was stated that there would be an appeal, he was liberated on undertaking to surrender.—Times.

The death is announced of Chief Detective-Inspector Alfred Ward, of the Criminal Investigation Department, Scotland Yard. Mr. Ward was a very popular member of the Metropolitan Police Force, in which he had served just over twenty-seven years. He had the happy knack of immediately making friends with everyone he met, and many of the men whom he had tracked to justice looked upon him in after years as one of the greatest benefactors. Perhaps his most famous case was that known as the Clapham Common murder. Mr. Ward also arrested Seddon, the North London poisoner. His last big public case was that of

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Lincoln, the ex-M.P. Mr. Ward was in New York for some considerable time on this duty. In addition to the cases which came into the police courts, Mr. Ward was constantly engaged upon intricate and secret investigations which called for the keenest detective skill. He was probably the greatest expert possessed by the force in forgery cases. "We all regret his loss," said a member of the C.I.D. at Scotland Yard. "He was the friend of us all." Mr. Ward would shortly have retired upon a well-earned pension.

Among the subscriptions for the new Canadian Domestic War Loan is one of \$5,000,000 from the Sun Life Assurance Co. of Canada. This company already holds some £2,000,000 of British, Canadian, and Allied War Loans stock, so that its total holdings will now be £3,000,000. It is understood that the Sun Life of Canada are placing all money received as payment for annuities during the war in a similar manner.

THE "Oxford" Sectional Bookcase is the ideal one for anybody who is building up a library. It is splendidly finished, with nothing of the office stamp about it. The illustrated booklet issued by the manufacturers, William Baker & Co., Ltd., The Broad, Oxford, may be obtained gratis, and will certainly prove interesting to book lovers.—(Advt.)

Winding-up Notices.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Sept. 22.

HIND, WASS & SMITH, LTD.—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Percy H. Henshaw, 15, Long row, Nottingham, liquidator.
MANFIELD MINERAL WATER CO., LTD.—Creditors are requested on or before Oct 11, to send particulars, in writing, of their debts, claims and demands to Bernard Barnett, 19, Leeming st, Mansfield, liquidator.
F. W. MITCHELL, LTD.—Creditors are required, on or before Oct 6, to send their names and addresses, and the particulars of their debts or claims, to Alfred George Westcott, 155, Fenchurch st, liquidator.
RIO GRANDE SHIP CO., LTD.—Creditors are required on or before Oct 23, to send their names and addresses and full particulars of their debts or claims to Francis Redfern junr., Dauntsey House, Fredrick's pl. Old Jewry, liquidator.
TIFIN STEAMSHIP CO., LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Nov 10, to send their names and addresses, and the particulars of their debts or claims, to Daniel Rees, Post Office chambers, Middlesbrough, liquidator.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Sept. 26.

HUNGERFORD ENGINEERING CO., LTD.—Creditors are required, on or before Oct 9, to send their names and addresses, and the particulars of their debts or claims to William James Phelps, Ram-bury, Wilts, liquidator.
J. E. TURNER & CO., LTD.—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Greaves, 5, Bank st, Bradford, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Sept. 22.

Metropolitan Store Co. Ltd. Tiffin Steamship Co. Ltd.
Kretschmar Ltd. Cove Quarries Ltd.

London Gazette.—TUESDAY, Sept. 26.

Celtic Clothing & Supply Co. Ltd. Colombian Central Railway Co. Ltd.
Oriental Fruit Co. Ltd. Whitehead Aircraft Co. Ltd.
Narvik Iron Ore Syndicate Ltd.

Winding-up of Enemy Businesses.

London Gazette.—FRIDAY, Sept. 22.

BURMA RICE & TRADING CO., LTD. and KRUGER & CO., LTD.—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to Geo. Browning, 68, Coleman st, controller.

VULCAN COAL CO.—Creditors are required, on or before Oct 31, to send their names and addresses, and particulars of their debts or claims, to Thomas Har. Lion, 31, Mosley st, Newcastle upon Tyne, controller.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Sept. 15.

ABRAHAM, ROSINA, Prince George rd, Stoke Newington Nov 1 St nland & Son Boston
ALLEN, IVON RYFOLD, Birmingham Nov 1 Mitchell & Chattock, Birmingham
ATKINS, ANNALAN (ULSTON), Minehead, Somerset Oct 30 Stone & Co, Bath
BAKER, ALBERT HENRY, Barnet, Herts Oct 31 Boyes & Son, Barnet
BAXTER, JAMES EDGAR, Farlington, Lancs, Rubber Company's Director Oct 14 Edleston & Son, Preston
BEYNON, RACHEL, Llandawryn, Carmarthen Oct 13 Price, Llandoverly
HINGHAM, IDA MARY, Rotherham, Yorks Oct 30 Bramley & Son, Sheffield
RODNEY THOMAS, Milford, nr Stafford Oct 15 Hand & Co, Stafford
BRADBURY, JOHN FREDERICK, Didsbury, Manchester, and India, Merchant Nov 11 Innes, Manchester
BURFOOT, ADELAIDE, Leigh on Sea Oct 11 Becroft, Leigh on Sea
CAPAIN, EMMA PHIPPS, Parkstone, Dorset Oct 17 Kite & Sons, Taunton
CATLIN, JANE, Camden rd, Holloway Oct 31 Jennings, Kentish Town rd
CHAMNE, COL WILLIAM, Kensington Palace Oct 25 Farrer & Co, Lincoln's Inn fields
CHILWELL, ALBERT, Erdington, Warwick, Engine Driver Nov 1 Mitchell & Chattock, Birmingham
DICKSON, JAMES, Elstree, Herts Oct 31 Boyes & Son, Barnet
EVANS, MARY, Treorchy, Glam Oct 7 Morgan & Co, Pontypridd
FORSTER, DAVID, St Helen's, Lancs, Branch Bank Manager Oct 14 Dixon & Syers Liverpool
GORING, FREDERICK, Stainer, Middx, Farmer Oct 30 Horne & Co, Staines
HERBERT, GEORGE HENRY, Wallasey, Cheshire Oct 30 Yeoman, Liverpool
HORWITCH, ROSE BEATRICE, Haudsworth, Birmingham Nov 1 Lane & Co, Birmingham
HOSGOOD, CHARLES HENRY, Battersea Park rd, Licensed Victualler Oct 13 Baker, Norfolk House, Laurence Pountney hill
JAMES, ALBERT WEBB, Ruddington, Nottingham, Farmer Nov 1 Eusfield & Son, Nottingham
MCNEAR, COL J W, Prescott, Lancs Oct 27 Menzies, Liverpool
MILLAR, ION KEITH, Hampstead Heath Oct 16 Rundle & Hobrow, Basinghall st
MILLER, L'CY ANNE, Halford Bridge, nr Shipston on Stour, Warwick Oct 16 Moon & Co, Bloom-bury sq
NICHOLS, GEORGE, Bow rd Oct 20 Scott, Staple Inn
O'GRADY, ALLEY EMILY, Bath Oct 20 Stewart, Public Trustee, Kingsway
PAGE, BURRELL, Herne Bay Oct 13 Barber & Son, St Swithin's in
PROCTOR, FREDERICK WILLIAM, Maidenhead Oct 24 Lewin, First Avenue Hotel Holborn
RICHARDSON, SARAH ANNE, Leeds Oct 8 H T & W Pullan, Leeds
SAMUELL, GEORGE HENRY, New Brighton, Chester Oct 13 Harrison & Co, Liverpool
SQUIRE, JOHN FREDERICK, Castle Cary, Somerset, Licensed Victualler Oct 20 Wood-fords & Drewett, Castle Cary, Somerset
STAFFORD, THOMAS COLLEGRAY, Ashley gdns, Westminster Oct 12 Pumphrey & Son, Paternoster row
STRATTON, JAMES, Chilcombe, nr Winchester Oct 15 Bowker & Sons, Winchester
TURNER, FANNY, Hindhead, Surrey Oct 30 Harward & Evers, Stourbridge
WALT IN, FLORENCE EDITH, Southend on Sea Oct 14 Cartwright & Cunningham, Paternoster row
WILKES, GEORGE ROBERT JOSEPH, New North rd, Professor of Music Oct 12 Chapman, Moorgate Stati n chmbrs
WOODS, OLIVER JAMES, Eastwood, Essex, Licensed Victualler Sept 30 Wood & Co Southend on Sea

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